

A special meeting of the Town Assembly of Arden was called by the Secretary on May 21, 1973 at the Gild Hall presided over by the Chairman of the Town Assembly, William Press, at the request of more than 25 residents of Arden.

The petition-a copy is on file- is as follows: "The undersigned residents of the Village of Arden request that a special meeting of the Town Assembly of Arden be called by the secretary to consider:

- 1-The future use of the Arden School building which will become the property of Arden.
- 2- The tax situation facing Arden.

Trustee Cy Liberman reported that the Trustees had formally deeded to the Village of Arden all parcels of land described in survey made by Van Demark & Lynch which includes the Arden Forest, Sherwood Forest, Sherwood Green, Meadow Green & Cemetery, The Sweep, Village Greens A, B. The Deed was signed March 7, 1973.

The County has not sent Arden its tax bill and a final decision has not been given concerning tax free recreational areas. The following are estimated figures only:

\$756,700.value of land, 2,264,000.value of properties, Tax base would be \$2,783,100. Arden's proposed tax rate is .59 on new assessment and the County tax would be around 16,400. School tax is based on \$1.22 and it would be 33,953 the sewer tax is 14,151; therefore the total tax bill could be \$65,000.

Although revenue cannot be increased more than 10%;this applies to the whole county, not just one section.

The special School Property Committee appointed by William Press to assist the Trustees in negotiating rental agreements for the Arden School is William Morley, Chairman, Aaron Hamburger, Sue Dougherty, Jerry Millstein, and Beatrice Jaffe.

The Arden School Property Committee have to consider:

1. Ways to handle the cost of the building, when it is deeded to town.
2. Group wanting to rent the building has to have it prepared by September

The present building was built in 1944 and added to in 1946. It has been property of Mt. Pleasant School District since 1968 and now has been returned to Trustees as of July 1, 1973. If the use of the building is handled properly, it can be tax free. To be used as a community center, it would have to be revamped.

The Trustees had several groups requesting the use of the building:

1. Delaware Pre-School Association wanted to use part of the building.
2. Wilmington Montessori Association want to use the school during the school year and are willing to pay all cost of maintaining building and will share the use when school is not in session including some evening hours.
3. Head Start program interested.
4. Children Mental Health wanted used of buildings and grounds, but could not share with community use.
5. Peter Renzetti interested in setting up a craft center and he was asked what he could pay, but he did not offer a firm figure.

The cost of maintaing the Arden Civic Center is as follows:

Utilities	\$1700.
Custodial Service	2500.
Reserve for major maintenance and capital expense	2500.
Minor maintenance	1300.
Insurance on building	400.
	<u>8400.</u>

Building is in good condition now. Montessori Association will pay \$8000. per year and the contract will run for five years to reopened in two years to renegotiate cost experiences.

If at the end of five years, the Village of Arden has developed a program that will use the building full time, we can reduce or eliminate use by the Montessori Association, but if the building is to be shared, the Montessori Association will have first opportunity to renew.

The Arden Civic Center is to be used by ACRA in the summer and a room will be set aside for use as a Civic Center. The Center Committee is a committee of the Town Assembly of Arden charged with operating and maintaining the Arden Civic Center. A scheduling committee will be set up also..

Michael Jaffe felt that we are asking too small a rental for the building and that a rate of \$4.00 per square feet amounting to \$18,000. per year would be a fairer figure. He did not have any specific tenant in mind, but suggested that we could get approval for commercial use. He did not see the need of a civic center, because all those functions are being handled in the Arden Club.

He questioned whether the committee had checked with a lawyer and an accountant. Mr. Philip Cohen and Mr. Carl VonDreele had checked the proposed agreement.

Mr. Kenneth Paulsell of the Montessori Association gave a brief review of the association which was formed in Wilmington in 1963. It is non-profit, cooperative group running a school for children from 2 1/2 to 6 years of age, but they hope to increase the upper age level. They want to move to Arden to increase the program and take advantage of the better physical plant and open area around the school.

Some questioned what would happen at the end of five years, if the Montessori group was priced out of the market. Susan Dougherty explained that this was taken care of in the agreement.

Penny Colgan felt that we should maintain the building for our own use, but we would have to have some means of maintaining the place.

There is some possibility that the \$8000. would be considered income, but the costs of all utilities will be billed to Arden, but paid directly by the Montessori Association. The Association will perform the minor repairs and will pay the Custodian salary in monthly installments to the Center Committee who will hire him. The reserve for major maintenance will be paid to the Village of Arden in monthly installments.

Cy Liberman said that he had attended all the meetings of the committee and that Linneaus Hoopes, Sr. had been asked if he could think of any tenant other than a school that would be willing to share the building. He did not think any could be found. He felt that the maintenance figure looked reasonable to him.

Philip Cohen will check the agreement for all legal technicalities.

There was wide division of opinion as to how the building should be used. Some felt that the lease should be reduced to a two year period rather than five year, but the Montessori group would not be interested in such a short lease. Some felt that we should ask the Montessori Association to buy the building and get the burden off our hands.

Harold Monfort felt that the Special Committee on the School property should be authorized to carry out its agreement with the Montessori Association and that a letter of intent be sent with approval of the Town Assembly.

Michael Curtis^{asked} whether it was necessary to name the building the Arden Civic Center.

Although several would like the school to become a place for Arden use like a meeting for Senior Citizens, a Day Care Center, Craft center, etc. there does not seem to any way that the Village of Arden could finance this now.

A motion was made that The Town Assembly authorize the Special Committee on School Property to consummate an agreement with the Wilmington Montessori Association and that the Assembly Secretary is to send a letter of intent to them."

This motion carried with some dissenting votes.

The Cooperation Agreement was read and is attached to the minutes of the meeting.

The meeting on motion adjourned,

Respectfully submitted,

Mary Morley
Mary Morley
Secretary

REQUEST FOR SPECIAL MEETING

The undersigned residents of the Village of Arden request that a special meeting of the Town Assembly of Arden be called by the secretary to consider ⁽¹⁾ the future use of the Arden School Building and ⁽²⁾ which will become the property of Arden, the tax situation facing Arden.

Cecil Liberman

Carolyn Liberman

Susan J. Dougherty

Michael J. Dougherty

Joan Colgan

Colette Morley

Larry Milstien

Beatrice Jaffe

Michael Jaffe

Reese P Davis

Leon Tanyu

Edith Warr

Herman Tanyu

Miriam H. Donovan

Frank B. Donovan

Thomas E. Colgan

William A. Morley

Mary Morley

Colette Morley

William C. Press

Alvin S. Hamburger

Marjory Page

Gene H. O'Connor

Rae Gerstine

Supergio Steple

Sarah S. Hamburger

Draft: May 8, 1973

Revision no. 1: May 21, 1973

COOPERATION AGREEMENT

This agreement between the Village of Arden, a municipal corporation, and the Wilmington Montessori Association, a non-profit organization, covers arrangements for sharing the use of the Arden Civic Center, the former Arden School Building.

1. The Village and the Association agree that they will cooperate closely together to share the use and the expenses of operating the Civic Center and fully maintaining it in excellent condition. For that purpose they have prepared and signed this cooperation agreement to extend for a period of five years from July 1, 1973.

2. The Village of Arden will have a town office in the office-kitchen area of the Civic Center, or in some other area, and will have access to its office at all times.

3. The association will have full daytime use of all other parts of the Center during the normal school year, which extends from early September until early June. The Association will have access to the Civic Center at any time for meetings and to perform maintenance work provided such use during non-school times is scheduled through the Center committee.

4. The Association will also have use of the open land and playground adjacent to the Civic Center during the school year.

5. The Village of Arden will have the use of the Center after school hours each day and on weekends during the school year, except that one classroom (or, by agreement of the Center Committee, two classrooms) shall be reserved for exclusive use of the Association during the school year. The Association's equipment may be stored in one classroom during the summer.

6. The Center Committee is a committee of the Town Assembly of Arden charged with the responsibility of operating and maintaining the Arden Civic Center. It will cooperate closely with the Board of Directors of the Association, and the two will create the Maintenance Committee and other joint committees as required.

7. The Maintenance Committee, consisting of two appointees of the Association and one of the Center Committee, will recommend and supervise all maintenance and repairs.

8. The expenses of owning, operating and maintaining a building include the costs of (A) utilities, (B) custodial and security service, (C) minor repairs and (D) major repairs and equipment replacements. These costs will be shared as follows:

A. The Association will directly pay the costs of all utilities, including heat, electric power, water, sewer, and basic telephone service, during the full year. The suppliers of these services will bill the Village of Arden, as owner of the structure, and the Village, through its Center Committee, will deliver those bills to the Association for payment.

The telephone will be listed in the name of the Arden Civic Center and the Wilmington Montessori Association in the telephone directory and the costs to be underwritten by the Association will be the basic monthly cost of service and listing, exclusive of toll calls not originated by the Association.

B. The Association will either arrange to perform or will pay for the performance of minor repairs, not structural in their nature, including interior repainting, maintenance of exposed plumbing and electrical fixtures, replacement of broken glass and provide for routine inspection and service of building equipment.

C. The Village of Arden will employ a custodian to perform custodial and security services and the custodian will work under the supervision of the Center Committee. The Association will pay to the Village of Arden the amount of \$2,500.00 per year in monthly installments to cover the full cost of custodial and security services. The Association and its school staff will contact the custodian through the Center Committee.

D. The Association will pay to the Village of Arden the sum of \$2,500.00 per year in monthly installments for use as a reserve for payment of expenses of major repairs and equipment replacements including maintenance of the roof, walls, floors and other structural parts of the building including all concealed or buried piping, plumbing, sewer, electrical and other service lines, exterior repainting and replacement of heating system parts and other equipment as required to maintain building services in satisfactory condition.

9. The Village of Arden will mow the grass on the grounds of the Civic Center and otherwise maintain the grounds and parking areas.

10. The Association may make structural changes or additions to the Civic Center provided such changes or additions are approved by the Center Committee and all expenses borne by the Association.

11. The Village of Arden will carry fire and liability insurance on the Civic Center, and will cooperate with the Association in arranging appropriate insurance coverage for both.

12. In general, the arrangements above call for joint use of the building, with the Association paying directly or indirectly for the specified costs. The Village and the Association will each maintain records of all expenses incurred and volunteer labor contributed to the operation and maintenance of the building and will share those records.

13. While the term of this agreement is five years, the amounts specified in Section 8, items C. and D. for payments in cash may be renegotiated after two years at the request of the Village or the Association. Negotiations to increase or decrease payments will be based on the actual cost experience to date, inflation and projected expenses for the remaining agreement period such that the Association's payments will fully cover the specified costs during the five year agreement period.

14. It is understood that the Village of Arden is free to attempt to develop programs for full time use of the Civic Center for arts and crafts activities, other cultural activities, programs for teenage residents of the Arden communities, senior citizens of the Arden communities, and other interested groups. If such programs generate funds to pay the costs of owning and operating the building by July 1, 1978, it is understood that the Village of Arden will make fuller daytime use of the building and may reduce or eliminate use by the Association provided the Association is notified no later than September 1, 1977. However, if the use of the building is to continue to be shared after July 1, 1978, the Wilmington Montessori Association will have the first opportunity, among all applicants, to renew or extend this cooperation agreement.

If the Association does not intend to renew or extend this cooperative agreement beyond July 1, 1978, notification must be given to the Village no later than September 1, 1977.